



**Health Services**  
LOS ANGELES COUNTY

March 6, 2007

**Los Angeles County  
Board of Supervisors**

**Gloria Molina**  
First District

**Yvonne B. Burke**  
Second District

**Zev Yaroslavsky**  
Third District

**Don Knabe**  
Fourth District

**Michael D. Antonovich**  
Fifth District

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AN AGREEMENT WITH FILE KEEPERS, LLC  
FOR OFF-SITE STORAGE AND RETRIEVAL SERVICES  
FOR VARIOUS FACILITIES IN THE DEPARTMENTS  
OF HEALTH SERVICES AND PUBLIC HEALTH  
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Health Services, or his designee, to execute an Agreement, substantially similar to Exhibit I, with File Keepers, LLC (File Keepers), effective upon date of Board approval through February 29, 2012, for the provision of off-site storage and retrieval services for various Department of Health Services' (DHS) and Department of Public Health (DPH) facilities, at a total cost of \$1,409,840 for DHS for the period effective date of Board approval through February 29, 2008 and \$809,840 for each 12-month period thereafter through February 29, 2012, with a five-year total cost of \$4,649,200; and \$139,920 annually and a five-year total cost of \$699,600 for DPH.
2. Delegate authority to the Director of Health Services, or his designee, to add or delete other DHS and DPH sites/facilities, and to increase the total maximum obligation for this Agreement by no more than 25% above the annual maximum obligation during the term of the Agreement. For DHS, the potential annual increase is \$352,460 for the period effective date of Board approval through February 29, 2008, \$202,460 for each 12-month period thereafter through February 29, 2012, and \$34,980 for DPH. The combined total maximum obligation, including amounts from Recommendation No. 1 above, are \$5,811,500 for DHS and \$874,500 for DPH.

**Bruce A. Chernof, MD**  
Director and Chief Medical Officer

**John R. Cochran III**  
Chief Deputy Director

**Robert G. Splawn, MD**  
Senior Medical Director

313 N. Figueroa Street, Suite 912  
Los Angeles, CA 90012

Tel: (213) 240-8101  
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*To improve health  
through leadership,  
service and education.*



[www.ladhs.org](http://www.ladhs.org)

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving the recommended action, the Board is authorizing the Director of Health Services, or his designee, to offer and sign an Agreement with File Keepers, effective upon Board approval through February 29, 2012, to ensure that off-site storage, retrieval and related services for medical records, X-ray film,

encounter forms, departmental files and Bio-Terrorism Preparedness Program related supplies for DHS and DPH are safely maintained, stored, and retrieved when requested, in a timely manner to relieve the overcrowding of medical records and departmental storage areas.

FISCAL IMPACT/FINANCING:

DHS:

The maximum obligation to DHS for the period effective date of Board approval through February 29, 2008 is \$1,762,300, of which \$352,460 is for potential increases under delegated authority. The total estimated annual cost for off-site storage and retrieval services by facility/program are: 1) Harbor/UCLA Medical Center (Harbor), \$166,840; 2) LAC+USC Healthcare Network (LAC+USC), \$55,000; 3) Olive View/UCLA Medical Center (Olive View), \$800,000 for the period effective date of Board approval through February 29, 2008 (and \$200,000 for each 12-month period thereafter through February 29, 2012); 4) Martin Luther King, Jr.-Harbor Hospital, \$283,000; 5) Health Services Administration (HSA), \$95,000; and 6) Office of Managed Care (OMC), \$10,000.

The combined total maximum obligation including increases under delegated authority is \$5,811,500. Funding for this Agreement is included in the Fiscal Year 2006-2007 Final Budget and will be requested in future fiscal years.

DPH:

The annual maximum obligation to DPH for the period effective date of Board approval through February 29, 2008 is \$174,900, of which \$34,980 is for potential increases under delegated authority. The total estimated annual cost for off-site storage and retrieval services are \$139,920, of which \$120,000 is funded with Centers for Disease Control and Prevention Grants Funds, and \$19,920 is funded within existing resources.

The combined total maximum obligation including increases under delegated authority is \$874,500. Funding for this Agreement is included in the FY 2006-07 Final Budget and will be requested in future years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On September 7, 1999, the Board approved the existing agreement with File Keepers which was selected as a result of an Invitation For Bids (IFB) process.

On October 15, 2002, the Board approved Amendment No. 1 which allowed other DHS facilities to be added that required off-site storage and retrieval services. Subsequently, the Board approved Amendment Nos. 2 through 6 to add the most current Health Insurance Portability and Accountability Act (HIPAA) language to the Agreement and extend the term through July 31, 2006.

On July 18, 2006, the Board approved Amendment No. 7 to extend the term of the Agreement on a month-to-month basis, for up to nine months, effective August 1, 2006 through April 30, 2007, for the provision of these services at various DHS and DPH sites to provide DHS with additional time to complete an IFB process to award a new agreement.

The proper maintenance and storage of patient medical records, X-ray film and encounter forms are required by California Code of Regulations, Title 22, Section 51476. Off-site storage and retrieval services include, but are not limited to, receiving, packaging, transporting, inventorying, filing, storing, retrieving, and destroying at County's request, such medical records and X-ray film. DPH also needs storage of various departmental files and Bio-Terrorism related supplies, i.e., mylar blankets and family emergency kits.

The recommended Agreement will become effective upon Board approval and will continue in full force and effect for five years.

The Agreement may be terminated with or without cause by the County and/or vendor by providing 30-day advance written notice. The administrative staff at the various DHS and DPH sites will continue to monitor the contractor's performance to assure compliance with the terms and conditions of the Agreement.

Although DPH's Public Health Laboratory and other DPH facilities will receive services under this Agreement, DHS is retaining primary responsibility for this Agreement. DHS and DPH will mutually agree whether any future amendments or other Board actions will be done jointly or separately.

Attachment A provides additional information.

County Counsel has approved the Agreement (Exhibit I) as to use and form.

#### CONTRACTING PROCESS:

On September 18, 2006, the Department released an IFB for the provision of off-site storage and retrieval services. The Department advertised the IFB on the Los Angeles County online website, DHS website, and in local newspapers. By the October 16, 2006 submission deadline, DHS received bids from File Keepers and Iron Mountain. File Keepers submitted the lowest bid.

#### IMPACT ON CURRENT SERVICES (OR PROJECTS):

The recommended Agreement will ensure that patient medical records, X-ray film, encounter forms, departmental files, and BT-related supplies will be safely maintained and stored, and the overcrowding of medical records, storage areas and storage spaces at various DHS and DPH facilities will be alleviated.

The Honorable Board of Supervisors  
March 6, 2007  
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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to be "B. Chernof", written over the printed name.

Bruce A. Chernof, M.D.  
Director and Chief Medical Officer

BAC:jer  
BLETC4317.jer.wpd

Attachments (2)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors



SUMMARY OF AMENDMENT1. TYPE OF SERVICES:

Off-site storage and retrieval services for medical records, X-ray film, encounter forms, departmental files, and Bio-Terrorism related supplies.

2. AGENCY ADDRESS AND CONTACT PERSONS:

File Keepers, LLC

6277 East Slauson

Los Angeles, CA 90040-3011

Attention: Liz Rogers, Contract Liaison

Telephone: (323) 728-3133 Ext. 320

Fax: (323) 728-1349

E-mail: [erogers@filekeepers.com](mailto:erogers@filekeepers.com)

Michael Huff, Contract Manager

Telephone: (323) 889-6536

Fax: (323) 728-1349

E-mail: [mhuff@filekeepers.com](mailto:mhuff@filekeepers.com)

3. TERM:

The Agreement is effective upon Board approval through February 29, 2012.

4. FINANCIAL INFORMATION:DHS:

The maximum obligation to DHS for the period effective date of Board approval through February 29, 2008 is \$1,762,300, of which \$352,460 is for potential increases under delegated authority. The total estimated annual cost for off-site storage and retrieval services by facility/program are: 1) Harbor/UCLA Medical Center (Harbor), \$166,840; 2) LAC+USC Healthcare Network (LAC+USC), \$55,000; 3) Olive View/ UCLA Medical Center (Olive View), \$800,000 for the period effective date of Board approval through February 29, 2008 and \$200,000 for each 12-month period thereafter through February 29, 2012; 4) Martin Luther King, Jr.-Harbor, \$283,000; 5) Health Services Administration (HSA), \$95,000; and 6) Office of Managed Care (OMC), \$10,000. The combined total maximum obligation including increases under delegated authority is \$5,811,500. Funding for this Agreement is included in the Fiscal Year 2006-2007 Final Budget and will be requested in future fiscal years.

DPH:

The annual maximum obligation to DPH for the period effective date of Board approval through February 29, 2008 is \$174,900, of which \$34,980 is for potential increases under delegated authority. The total estimated annual cost for off-site storage and retrieval services are \$139,920, of which \$120,000 is funded with Centers for Disease Control and Prevention Grants Funds, and \$19,920 is funded within existing resources.

The combined total maximum obligation including increases under delegated authority is \$874,500. Funding for this Agreement is included in the FY 2006-07 Final Budget and will be requested in future years.

5. ACCOUNTABILITY FOR MONITORING:

The administrators and medical directors at the Departments of Health Services and Public Health facilities where services are provided will continue to monitor the contractor's performance.

6. APPROVALS:

Health Services Administration:

Department of Public Health:

Contracts and Grants Division:

County Counsel (approval as to form):

Sharon Grigsby, Chief Network Officer

John F. Schunhoff, Acting Chief Deputy

Cara O'Neill, Chief

Robert E. Ragland, Senior Deputy County Counsel



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

**File Keepers, LLC**

FOR

OFF-SITE STORAGE AND RETRIEVAL SERVICES AGREEMENT

AGREECD4316  
2/7/07

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Contract No. \_\_\_\_\_

OFF-SITE STORAGE AND RETRIEVAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2007,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

File Keepers, LLC (hereafter  
"Contractor").

WHEREAS, pursuant to the provisions of section 1441 of the California Health and Safety Code, County has established and operates, through its Department of Health Services (hereafter "DHS") and through its Department of Public Health (hereafter "DPH"), a network of County hospitals, Comprehensive Health Centers, Health Centers and Public Health Centers (hereafter collectively referred to as "County Facility" or "County Facilities" as appropriate); and

WHEREAS, County Facility as used herein refers to County Facility's Administration, or authorized designee(s), Medical Facility's Administration, or authorized designee(s); or County's Facility Staff; or Public Health Administration, or authorized designee(s); and

WHEREAS, County finds it necessary to secure off-site storage and retrieval services and believes it is in the best

interest of the County to enter into an agreement with Contractor for said services which are specially authorized by statute; and

WHEREAS, Contractor is willing to provide the services described herein, and possesses the competence, expertise, staff, equipment, materials and facility to provide such off-site storage and retrieval services described hereunder and has offered it resources to County; and

WHEREAS, pursuant to the provisions of section 1451 of the California Health and Safety Code, Section 31000 of the California Government Code, and Los Angeles County Code Chapter 2.121 County finds that the services to be provided hereunder are not immediately available at County Facilities and that such services are necessary for off-site storage and retrieval services; and

WHEREAS, Contractor is qualified and licensed under the laws of the State of California to engage in the business of providing off-site storage and retrieval services to County Facilities, and Contractor's personnel are qualified to perform the services described herein; and

WHEREAS, Contractor is willing to provide the services described herein for and in consideration of the payments provided under this Agreement and under the terms and conditions hereinafter set forth; and

WHEREAS, it is the intent of both parties that upon execution of this Agreement, any prior agreement between the parties shall be superseded; and

NOW, THEREFORE, in consideration of the promises and covenants hereafter contained, the parties hereto agree as follows:

1. TERM AND TERMINATION: The term of this Agreement shall commence on date of approval by Board of Supervisors, and shall continue in full force and effect to and including February 29, 2012. Except as otherwise set forth below, this Agreement may be terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days' advance written notice thereof to the other.

Director may terminate this Agreement immediately if Contractor, or any of its officers, employees or agents, including its independent contractors, fail to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant hereto.

Director may also terminate this Agreement immediately if Contractor, its officers, employees or agents, including its independent contractors, engage in, or if Director has reasonable justification to believe that Contractor, or such employees or agents, including Contractor's independent contractors, may be

engaging in a course of conduct which poses an imminent danger to the life or health of County patients.

County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

Immediate termination hereunder shall be effected by delivery to Contractor of a written "Notice of Immediate Termination" which shall be effective upon Contractor's receipt of such "Notice of Immediate Termination".

2. MAXIMUM OBLIGATION OF COUNTY: Upon Board approval through February 29, 2008, the maximum obligation of County for all services provided under this Agreement shall not exceed One Million, Five Hundred Forty-Nine Thousand, Seven Hundred Sixty Dollars (\$1,549,760). Such maximum obligation is comprised of:

1) County funds in the amount of One Million, Four Hundred Twenty-Nine Thousand, Seven Hundred Sixty Dollars (\$1,429,760), and 2) Centers of Disease Control and Prevention funds in the amount of One Hundred Twenty Thousand Dollars (\$120,000). This sum represents the total maximum obligation of County as shown in Schedule 1, attached hereto and incorporated herein by reference. Effective March 1, 2008 through February 29, 2012, the maximum obligation of County for all services provided under this Agreement shall not exceed Nine Hundred Forty-Nine Thousand, Seven Hundred Sixty Dollars (\$949,760). Such maximum obligation

is comprised of: 1) County funds in the amount of Eight Hundred Twenty-Nine Thousand, Seven Hundred Sixty Dollars (\$829,760), and 2) Centers of Disease Control and Prevention funds in the amount of One Hundred Twenty Thousand Dollars (\$120,000). This sum represents the total maximum obligation of County as shown in Schedule 2, attached hereto and incorporated herein by reference.

During the term of this Agreement, if additional County sites that require off-site medical records, X-Ray film and other departmental files storage and retrieval services request to be added to this Agreement and if sufficient monies other than the maximum obligation monies under this Agreement are available, the Director of Health Services, or his authorized designee, has delegated authority to increase the maximum obligation by an amount not to exceed 25% of the maximum obligation; i.e., Three Hundred Eighty-Seven Thousand, Four Hundred Forty Dollars (\$387,440).

Any increase in the County's Maximum Obligation because of additional services requested by the County shall be accomplished by an Administrative letter between the Director of Health Services, or his authorized designee, and the Contractor.

3. DESCRIPTION OF SERVICES:

A. Contractor shall provide off-site storage and retrieval services to County in the manner described in Exhibit B, Statement of Work, attached hereto and



incorporated herein by reference, for the County Facilities listed in Exhibit C, "County Facilities To Be Served", attached hereto and incorporated herein by reference.

B. Director may add or delete County Facility service sites as may be necessary from time-to-time during the term of this Agreement, by providing at least ten (10) calendar day prior written notice to Contractor.

C. Contractor shall ensure that all its agents, employees, and staff who perform off-site storage and retrieval services as described herein sign a Contractor Acknowledgment and Confidentiality Agreement (Attachments I, II and III), attached hereto and incorporated herein by reference, prior to commencing contract services. Such signed form should be retained by Contractor in accordance with the Records and Audits Paragraph of the ADDITIONAL PROVISIONS hereunder and a copy forwarded to DHS and DPH Contract Coordinator.

4. DEFINITIONS:

A. Borrowed: Items temporarily taken by County from Contractor storage facility.

B. Close or Termination Date: Each medical record, X-ray film and encounter form has a close or termination date, assigned by County, indicating the close of that

particular case. This date corresponds to the last date on which a patient received services.

C. Contract Discrepancy Report CDR: A report used by the Quality Assurance Evaluator to record contract information regarding discrepancies or problems with Contractor's performance. If Contractor's performance is determined to be unsatisfactory, the County Project Director is required to forward a CDR to Contractor for his/her response.

D. Contractor's Project Manager: The individual designated by Contractor to administer contract operations after the contract award.

E. County Project Director (CDP): The individual designated by County for administration of the Agreement at each County facility or site.

F. DHS or DPH Contract Coordinator: The individual designated by County for administration of the Agreement at each County facility or site.

G. DHS or DPH Facility(ies): County Hospital or Medical Center, Comprehensive Health Centers, Health Centers and Program Offices.

H. Days: "Day (s)" means calendar day (s) unless otherwise specified.

I. Fiscal Year: "Fiscal Year" means the twelve (12) month beginning July 1 and ending June 30.

J. Medical Record: A permanent health record documenting medical treatment of a patient which may include X-ray films, encounter forms and other patient records. Information contained in the medical record shall be kept confidential and safeguard as prescribed by law.

K. Medical Record Number: A unique nine digit number assigned to each patient seen at a DHS Facility. The first digit is an alphabetical or numeric code indicating the hospital or comprehensive health center issuing the medical record number.

Medical records and X-ray films and other patient records are indexed and retrieved on the basis of the medical record number. The medical record are filed in terminal digit order. It is possible for an individual to have received care at more than one DHS Facility and therefore have multiple medical record numbers (one at each DHS Facility from which he/she received care.)

Note: Contractor is required to search for records from different facilities when requested to do a search for a patient record pursuant to a subpoena.

L. Normal Working Hours and Working Days: "Normal Working Hours" means one of the following schedules,

depending on the individual County Facility's policy: 1) Monday through Friday ("Working Days") between 8:00 a.m. and 5:00 p.m., or 2) Flexibly arrange nine (9) hours on each of eight Working Days in a given two-week period, plus eight (8) hours on a ninth Working Day and a day off on the tenth, or 3) Ten hours on each of four fixed Working Days each week.

M. Receipt date: The date on which medical records, X-ray films, encounter forms, departmental files and BT-related supplies are actually received by Contractor and processed into storage.

N. Receiving and Inventorying Medical Records, X-Ray Films, Encounter Forms, Departmental Files and BT-Related Supplies: The process of receiving medical record, X-ray films, encounter forms, departmental files and BT-related supplies at the Contractor facility.

O. Re-filing Medical Records, X-Ray Films, Encounter Forms, Departmental Files and BT-Related Supplies: The process of receiving medical records, X-ray films, departmental files and BT-related supplies which were requested and borrowed by DHS, updating the Inventory System to reflect their return and placing them in storage.

P. Retrieval of Medical Records, X-Ray Films, Encounter Forms, Departmental Files and BT-Related Supplies: The process of locating, pulling and preparing a medical record, X-ray film, encounter form, departmental file and BT-related supplies for delivery to DHS.

Q. Retrieval Requests: Contractor shall provide DHS with on-line retrieval request capability. Retrieval requests can also be made by telephone, e-mail or facsimile at DHS' option.

R. Standard Storage Box: A standard medical record storage box measuring 10 x 12 x 15 inches will accommodate approximately 10-25 records, and a standard X-ray storage box measuring 21 x 6 x 15 inches will accommodate approximately 50 X-ray films. Storage boxes shall be supplied by Contractor. Bio-terrorism supplies occupy approximately three (3) times (30 x 36 x 45) the shelf space of a standard storage box. Items shall be stored in their original boxes.

S. Transmittal: The documents used to send medical records, X-ray films, encounter forms, departmental files and BT-related supplies to the Contractor will be computer generated, type-written or legibly handwritten in English and will list the patient name, medical record number and

last date seen (for new inventory) of each submitted record and include the name of the submitting HDS facility.

T. Withdrawn: Items permanently taken by DHS from Contractor storage facility.

5. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, and that County has, or intends to enter into, contracts with other providers of said services.

6. BILLING AND PAYMENT: For the purpose of this Agreement, County agrees to compensate Contractor, in accordance with the terms and conditions set forth in Schedule 1 and Exhibit A, attached hereto and incorporated herein by reference. All invoices under this Agreement shall be submitted to the billing locations indicated in Exhibit D, attached hereto and incorporated herein by reference.

7. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS:  
Notwithstanding any other provision of this Agreement, County shall not be obligated for Off-Site Storage and Retrieval Services performed hereunder, or by any provision of this Agreement, during any of County's future July 1 - June 30 fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have

terminated on June 30 of the last County fiscal year for which funds were appropriated. Director shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

8. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against the County for the payment of any monies, or reimbursements of any kind whatsoever, for any service provided by Contractor after the expiration on (other) termination of this Agreement, even if Contractor's provision of such services were requested by County directly. Should Contractor receive any such payment, it shall immediately notify County and shall repay or return all such funds or reimbursements to County within a reasonable amount of time. Payments by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or (other) termination of this Agreement.

9. CONTRACTOR RESPONSIBILITIES:

A. Business License: Contractor shall provide evidence that it has, for a minimum of three (3) years, been in business as a provider of off-site storage and retrieval services described in this Agreement. Prior to the execution of this Agreement, Contractor shall provide the

Department of Health Services, Contracts and Grants Division, and/or County Facility requesting off-site storage and retrieval services with a copy of its current business license(s) and appropriate Employer Identification Number.

B. Prohibition Against the Utilization of County-Employed Personnel: Contractor shall not utilize any current County-employed personnel (whether full-time or part-time) for the provision of services pursuant to this Agreement. Further, Contractor shall not utilize any former County-employed personnel (whether full-time or part-time) for the provision of services pursuant to this Agreement, unless such former County-employed personnel have terminated their County employment at least three (3) months prior to working for Contractor, or unless County has terminated the employment of such former County-employed personnel because of County budget reductions.

Failure to comply with the requirements set forth in this Paragraph shall constitute a material breach of this Agreement upon which County may, at its sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.



10. PROHIBITION AGAINST COUNTY RECRUITMENT AND HIRING OF CONTRACTOR'S PERSONNEL: It is not County's intent to utilize this Agreement to solicit or recruit Contractor's personnel to County employment. Contractor understands, however, that notices regarding available positions are posted in conspicuous locations at County Facilities and that the County Facilities cannot restrict access by Contractor-referred personnel to such information.

In the event any personnel referred by Contractor hereunder express interest in County employment and County Facility desires to recruit such individual, County Facility shall give reasonable notice of such fact to Contractor.

11. PROHIBITION AGAINST THE RECRUITMENT OF COUNTY EMPLOYEES: Except as may otherwise be expressly stated to the contrary herein, Contractor, and Contractor's employees, officers, agents independent contractors shall not hire, recruit, attempt to recruit, or cause to be recruited, any County employee to become an employee of Contractor, while Contractor, its employees, officers, agents, or independent contractors are at a County Facility.

Any such attempted hiring or recruitment of any County employee by Contractor, its employees, officers, agents, independent Contractors shall constitute a material breach of

this Agreement upon which County shall immediately terminate this Agreement.

12. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture or association, as between County and Contractor. The employees or agents, including independent contractors, of Contractor shall not be construed to be the employees or agents of County for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons, whether employees of Contractor or independent contractors to Contractor, furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, not the responsibility of County. Contractor shall bear the sole responsibility and liability

for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or behalf of Contractor pursuant to this Agreement.

D. Contractor shall inform all of its employees and independent contractors who may provide services under this Agreement in writing of the provisions of this Paragraph. A copy of such written notice shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

13. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

14. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and

such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such

deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administration, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents Claims or Suits:

Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County.

Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor

shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- (1) Contractor providing evidence of insurance covering the activities of subcontractors, or
- (2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage any time.

15. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office [ISO] policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 Million for each accident.

Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability:

Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

D. Professional Liability: Insurance covering liability from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year (2) reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

16. CONTRACTOR'S OFFICES: Contractor's business office is located at 6277 East Slauson, Los Angeles, CA 90040-3011. Contractor shall notify in writing County's Department



of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor East, Los Angeles, California 90012, of any change in its business address at least ten (10) working days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's Department of Health Services, Contracts and Grants Division, in writing detailing such changes at least thirty (30) calendar days prior to the effective date thereof. Contractor understands that changes in its corporate or legal status may require County consent if Agreement is to remain effective.

17. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions contained therein are part of this Agreement.

18. NOTICES: Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, registered or certified, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons

to be notified may be changed by either party by providing at least ten (10) calendar days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

1. Department of Public Health  
313 North Figueroa Street, Eighth Fl - East  
Los Angeles, California 90012

Attn: Chief of Operations

2. Department of Health Services  
Contracts and Grants Division  
313 North Figueroa Street, Sixth Fl - East  
Los Angeles, California 90012

Attn: Division Chief

B. Notices to Contractor shall be addressed as follows:

File Keepers, LLC  
6277 East Slauson  
Los Angeles, California 90040-3011

Attn: Thomas McGovern, President

IN WITNESS WHEREOF, the Board of Supervisors of the County  
of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Bruce A. Chernof, M.D.  
Director and Chief Medical Officer

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
Affix Corporate Seal)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

AGREECD4316

ADDITIONAL PROVISIONS

OFF-SITE STORAGE AND RETRIEVAL SERVICES AGREEMENT

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## ADDITIONAL PROVISIONS

### TEMPORARY MEDICAL PERSONNEL SERVICES AGREEMENT

#### 1. ADMINISTRATION AND MONITORING:

A. County's Director of Health Services or his authorized designee (collectively hereafter "Director"), is authorized to administer this Agreement on behalf of County.

B. Contractor extends to Director, to authorized representatives of the State and the Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) the right to review and monitor Contractor's personnel and services, to include on-site visits to Contractor's office(s), upon demand to verify compliance with applicable standards and regulations and with the terms of this Agreement.

All such inspections made by Director and other County representatives shall be conducted during Contractor's normal business hours in a manner which will not interfere with Contractor's operations.

#### 2. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT:

A. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance to generally accepted accounting principles. The Contractor shall also



maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1) In the event that an audit of the Contractor is conducted specifically regarding this Contract by any federal or State auditor or accountant employed by

the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2) Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 2, subparagraph 2, shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

3. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of all patient records and information, in accordance with all applicable Federal, State and local laws, ordinances, rules, regulations and directives relating to confidentiality. Contractor shall inform all of its officers, employees, agents, independent contractors and others providing services hereunder in writing of the confidentiality provisions of this Agreement. A copy of such document informing all of its officers, employees, agents and independent contractors of the provisions of this Paragraph shall be retained by Contractor for

purposes of inspection and audit and made available to County upon request.

4. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age or physical or mental handicap, in accordance with requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different, or is provided in a different manner or at a different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age or physical or mental handicap.

5. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally by it without regard to, and will not be discriminated against because of, race, color, religion, ancestry, national origin, sex, age or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to, and will not be discriminated against because of race, color, religion, ancestry, national origin, sex, age or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to, or because of race, color, religion, ancestry, national origin, sex, age or physical or mental handicap, as required by all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by Director. Prior to any such inspection, Contractor may remove personal employee information from such records, which is protected under the privacy laws of the State of California. To the extent any such information may come into the possession of County during such an inspection, County hereby promises to protect same from disclosure to third parties.

E. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of Agreement have been violated, in addition, a determination by the California

Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated anti-discrimination provisions of this Paragraph.

F. The parties agree that in the event Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) per violation or group of such violations investigated, pursuant to Civil Code Section 1671 as liquidated damages. The liquidated damages payable pursuant to this Subparagraph are meant to compensate County for the costs of investigating violations of the anti-discrimination provisions of this Paragraph. The parties agree that the basis for assessing liquidated damages for purposes of this Subparagraph shall be the number of investigative reports submitted to Director, provided that no violation may be covered in more than one report. Director shall use her/his best efforts to insure that violations will be grouped together whenever possible for purposes of investigation.

6. CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN participants by job category to Contractor.

7. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Contractor shall not knowingly permit any person to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance that might impair her/his physical or mental performance.

8. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County, including shelters and relief facilities operated by County during a disaster, provide care essential to the residents of the communities they serve and that these services are of particular importance at the time of a natural disaster or other similar event, or at the time of a riot, insurrection or civil unrest. Notwithstanding any other provision of this Agreement, Contractor shall continue to provide services at County health care facilities and, if requested to do so by Director, shall

also provide services at County operated shelters and relief facilities during any natural disaster or other similar event, riot, insurrection or civil unrest, so long as such performance remains physically possible.

Director shall provide Contractor with an explanation of the services and responsibilities required of Contractor in the event of a disaster or civil unrest.

9. RULES AND REGULATIONS: During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person, while on County premises, may harm County patients.

10. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement all appropriate licenses, permits, registrations and certificates required by law for the operation of its business and for the provision of services hereunder. Copies of all such applicable licenses, permits, registrations and certifications



shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth-Floor East, Los Angeles, California 90012, prior to commencing services under this Agreement. Contractor shall further ensure that all its personnel, including all its independent contractors, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance hereunder. Copies of such licenses, permits, registrations and certifications shall be made available to County upon request.

11. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers, employees and agents, including all its independent contractors, providing services hereunder in writing of the provision of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers, employees, agents and independent contractors. Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient

to the attorney referral service of all those bar associations within the County of Los Angeles that have such a service.

A copy of such written notice shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

12. CONFLICT OF INTEREST: No County officer or employee whose position in County enables her/him to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

No officer, employee, agent, or independent contractor of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval process for the award of this Agreement or any competing agreement, or ongoing administration or evaluation of such services, under this Agreement or any competing agreement, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of

interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make a full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved and a complete description of all relevant circumstances.

13. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

14. TERMINATION FOR INSOLVENCY AND DEFAULT:

A. Termination For Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not;

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of

this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of ten (10) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of

any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

16. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purpose of this paragraph, County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this

Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration of any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against

Contractor as it could pursue in the event of default by Contractor.

17. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, rules, regulations and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County, its officers, employees and agents, from and against any and all loss, damage, liability or expense resulting from any violation on the part of Contractor, its officers, employees or agents of such Federal, State or local laws, ordinances, rules, regulations or directives.

18. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

19. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend and hold harmless County, its officers, employees and agents from any and all liability,



including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorney's fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees, or by independent contractors on behalf of Contractor, for which County may be found jointly or solely liable.

20. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that the temporary personnel referred to County Facilities by Contractor hereunder, including all independent contractor personnel performing services hereunder, meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all such personnel performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all such personnel for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal

statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

21. RESTRICTIONS ON LOBBYING: If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certifications and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certifications and disclosure requirements.

22. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

23. MERGER PROVISION: The body of this Agreement, together with the Additional Provisions and the Exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement.

No addition to or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

24. SEVERABILITY: If any provision of this Agreement, including any provision in the Additional Provisions or the Exhibits, or the application thereof to any person or circumstance is held invalid, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

25. INTERPRETATION: If there is any uncertainty, ambiguity, or discrepancy as to any portion of this Agreement, or if there is any misunderstanding as to the interpretation or applicability of any provision hereunder, Director shall be consulted and his decision shall be final.

26. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

27. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding this or any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

28. COUNTY'S QUALITY ASSURANCE PLAN: Director or his/her agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that any place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by Director and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement

or impose other penalties as specified in this Agreement.

29. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

30. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Agreements are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as

required by the Federal Social Security Act (42 USC section 653a) and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246 (b).

31. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:  
Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to the TERMINATION FOR INSOLVENCY AND DEFAULT PARAGRAPH of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

32. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by

the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

33. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. Part 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it

nor any of its owners, officers, partners, director or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify Contractor in writing, during the term of this Agreement, should it or any of its subcontractors or any principals be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

34. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a



specified period of time not to exceed five (5) years but may exceed five (5) years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the County's Contractor Hearing Board.

E. The County's Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at ~~that time~~ the hearing, the County's Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the County's Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate

the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The County's Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the County's Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the County's Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The County's Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The County's Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the County's Contractor Hearing Board.

I. These terms shall also apply to subcontractors of County Contractors.

35. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT HIPAA OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ('HIPAA'). Contractor understands and agrees that, as a provider of medical treatment services, it is a 'covered entity' under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

"CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS, FOR ITS FAILURE TO COMPLY WITH HIPAA."

36. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury

Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one (1) or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the

lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any

time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Attachment II, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form", to be completed by the Contractor.

D. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

37. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after



expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

38. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS:

Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30<sup>th</sup> of the last County fiscal year for which funds were appropriated. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

39. SUBCONTRACTING: Although it is the intent of the parties that all services hereunder are to be provided by Contractor's employees, both parties agree that Contractor may encounter a need for highly specialized services for which Contractor may find it necessary to subcontract.

The requirements for such limited use of subcontracting are as follows:

A. No performance of this Agreement or any portion thereof shall be subcontracted by Contractor without the prior written consent of Director or his/her authorized designee(s). Any attempt by Contractor to subcontract any performance of services under this Agreement without the prior written consent of Director or his/her authorized designee(s) shall be null and void and shall constitute a material breach of this Agreement.

B. In the event Director or his/her authorized designee(s) may consent to subcontracting, each and all of the provisions of this Agreement and any Amendment thereto shall extend to, be binding upon, and inure to the benefit of, the successors or administrators of the respective parties.

C. In the event that Director or his/her authorized designee(s) would consent to subcontracting, Contractor shall include in all subcontracts under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties shall inure to the benefits of the County of Los Angeles.

D. Contractor's request to Director or his/her authorized designee(s) for approval to enter into a subcontract shall include:

(1) A description of the services, to be provided by the subcontract.

(2) Identification of the proposed subcontract and documented explanation as to the qualifications of the Subcontractor and the ability to provide services required in the Agreement, and to include a description of Contractor's efforts to obtain competitive bids of why and how the proposed subcontractor was selected.

(3) Any other information and/or certifications requested by Director or his/her authorized designee(s).

E. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of any subcontractor. Approval of the provisions of any subcontract by Director or his/her authorized designee(s) shall not be construed to constitute a determination of the allocability of any cost under this Agreement.

F. Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors. County shall have no liability or

responsibility for any payment or other compensation for any subcontractor.

40. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County and where and how to safely surrender a baby. The fact sheet set forth in Exhibit D, attached hereto and incorporated herein by reference, of this Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

41. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

42. RECYCLED BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

43. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

44. GOVERNING LAWS, JURISDICTION, AND VENUE: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

45. SPARTA: A County program, known as 'SPARTA' (Service Proposers, Artisan and Tradesman Activities) may be able to assist Contractors in obtaining affordable liability insurance. The County's insurance broker, Municipality Insurance Services,

Inc., administers the SPARTA Program. For additional information, a Contractor may call (800) 420-0555 or contact SPARTA through the e-mail address: carol@web2wise.com.

46. COUNTY AUDIT SETTLEMENTS: If, at any time during the term of this Agreement or at any time after the expiration or prior termination of this Agreement, representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than the payments made by County to Contractor, then the difference shall be at Director's option, be either repaid by Contractor to County by cash payment upon demand or, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment.

47. ALTERATION OF TERMS: The body of this Agreement, together with the Exhibits hereto, fully expresses all matters covered and shall constitute the total Agreement. Except as specifically provided herein, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in writing and formally adopted in the same manner as this Agreement.

SCHEDULE 1

OFF-SITE STORAGE AND RETRIEVAL SERVICES

BUDGET EFFECTIVE UPON BOARD APPROVAL THROUGH FEBRUARY 29, 2008

<u>DHS Facilities/Sites</u>	<u>Maximum Annual Amount</u>
Harbor/UCLA Medical Center	\$166,840
LAC+USC Healthcare Network	\$55,000
Martin Luther King, Jr.,/ Drew Medical Center (Includes H.H.Humphrey CHC and Southwest Area HC)	\$283,000
Olive View/UCLA Medical Center	\$800,000
Office Of Managed Care/ Community Health Plan	\$10,000
Health Services Administration: - Consolidated Business Office - Fiscal Services Division - Office of Ambulatory Care - Controller's Division - Contracts and Grants Division - Human Resources	\$95,000
Subtotal	<u>\$1,409,840</u>
<u>PHS Facility/Site</u>	<u>Maximum Annual Amount</u>
Bio-Terrorism Preparedness Program	\$120,000
Public Health Centers	\$19,920
Subtotal	<u>\$139,920</u>
GRAND TOTAL	<u>\$1,549,760</u>

SCHEDULE 2

OFF-SITE STORAGE AND RETRIEVAL SERVICES

MARCH 1, 2008 THROUGH FEBRUARY 29, 2012

<u>DHS Facilities/Sites</u>	<u>Maximum Annual Amount</u>
Harbor/UCLA Medical Center	\$166,840
LAC+USC Healthcare Network	\$55,000
Martin Luther King, Jr.,/ Drew Medical Center (Includes H.H.Humphrey CHC and Southwest Area HC)	\$283,000
Olive View/UCLA Medical Center	\$200,000
Office Of Managed Care/ Community Health Plan	\$10,000
Health Services Administration: - Consolidated Business Office - Fiscal Services Division - Office of Ambulatory Care - Controller's Division - Contracts and Grants Division - Human Resources	\$95,000
Subtotal	<u>\$809,840</u>
<u>PHS Facility/Site</u>	<u>Maximum Annual Amount</u>
Bio-Terrorism Preparedness Program	\$120,000
Public Health Centers	\$19,920
Subtotal	<u>\$139,920</u>
GRAND TOTAL	<u>\$949,760</u>



**EXHIBIT A****Off-Site Storage and Retrieval Services  
Pricing Schedule**

<b>STORAGE CARTONS</b>	<b>CHARGE</b>
Initial Transfer Charge/medical records, encounter forms, departmental files and BT related supplies	<b>NO CHARGE</b>
Initial Transfer Charge/X-ray films	<b>NO CHARGE</b>
Monthly Charge to store medical records, X-ray films, encounter forms, departmental files and BT related supplies	\$0.16 per carton
Charge to pickup Receive/Handle additional cartons	\$2.55 per carton
Charge to Index additional records, encounter forms, departmental files and BT related supplies	\$0.30 per record
Charge to pickup Receive/Handle additional X-rays	Min. \$10.75 \$2.55 per record
Charge to Index additional X-rays	\$0.30 per X-ray
<b>SERVICE CHARGES</b>	
Emergency Retrieval of records, encounter forms, departmental files and BT related supplies (Outgoing Handling)	\$1.60 per record
Emergency Delivery of records, encounter forms, departmental files and BT related supplies	Min. \$25.50 \$2.55 per record
Emergency Retrieval of X-rays	\$1.60 per record
Emergency Delivery of X-rays	Min. \$17.25 \$2.55 per record
STAT Request	\$51.00 per record

Same day Retrieval of records, encounter forms, departmental files and BT related supplies	\$1.60 per record
Same Day Delivery of records, encounter forms, departmental files and BT related supplies	\$18.00 per record
Same Day Retrieval of X-rays	\$1.60 per X-ray
Same Day Delivery of X-rays	\$18.00 per X-ray
Next Day Retrieval of records, encounter forms, departmental files and BT related supplies (Outgoing Handling)	\$1.60 per record
Next Day Delivery of records, encounter forms, departmental files and BT related supplies	\$10.75 per carton
Next Day Retrieval of X-rays	\$1.60 per X-ray
Next Day Delivery of X-rays	\$10.75 per carton
Pick up returning records from Next Day delivery	<b>NO CHARGE</b> up to 10 cartons \$2.55 per carton
Next Day Retrieval (Incoming Handling)	\$0.80 per record
Pick up returning X-rays	<b>NO CHARGE</b> up to 10 cartons \$2.55 per carton
Handle & Re-file returning X-rays	\$0.80 per X-ray film
File Documents stored in stored record	\$3.00 per record
Retrieve a carton/permanent removal	\$2.75 per carton
<b>SHELF SPACE</b>	
Odd size storage shelf space (3) X the standard size (10" x 12" x 15")	\$0.50 per occupied shelf space (new)

EXHIBIT B

A. STATEMENT OF WORK -  
AND RESPONSIBILITIES

SPECIFIC TASKS

Receiving, Inventorying, Filing and Re-Filing Files,  
Records, and BT-Related Supplies

1. Initial Transfer from Current CONTRACTOR  
(IF APPLICABLE)

There will be no charge to COUNTY for the initial transfer of medical records, X-ray films, departmental files and BT-related supplies from the current vendor's storage facility to the newly awarded vendor, if applicable.

CONTRACTOR shall provide boxes, trucks, material handling equipment, labor to move records, labor to perform initial inventory to input data into CONTRACTOR's inventory system, and labor to place records into storage, in accordance with this Statement of Work.

Inventorying, indexing, labeling and packaging instructions shall be provided by CONTRACTOR to COUNTY for COUNTY's use. Transporting and handling shall begin on the date of execution of this Agreement and continue until the transfer of medical records, X-ray films, encounter forms, departmental files and BT-related supplies is complete.

The target date for completion of the transfer is within three (3) months after execution of the Agreement unless otherwise agreed to by the parties. Since the initial inventory will be occurring throughout the transfer period, CONTRACTOR shall only be responsible for any part of the inventory transfer it has completed. CONTRACTOR shall be responsible for lost or misplaced medical records, X-ray films, departmental files and BT-related supplies which they have transported and handled.

After the initial transfer of all medical records, X-ray films, encounter forms, departmental files and BT-related supplies to CONTRACTOR's facility, new and returned records, files and supplies will be bundled by COUNTY at its offices and picked-up by CONTRACTOR for

storage. Records, X-ray films, encounter forms, files and BT-related supplies will be accompanied by a transmittal form completed by COUNTY.

Upon receipt of medical records, X-ray films, encounter forms, departmental files and BT-related supplies, CONTRACTOR shall check the accompanying transmittal form and verify that medical records, X-ray films, encounter forms, departmental files and BT-related supplies listed have in fact been received by CONTRACTOR.

CONTRACTOR shall update the inventory system with information regarding returned or new medical records, X-ray films, encounter forms, departmental files and BT-related supplies received.

CONTRACTOR shall store DHS and DPH medical records, X-ray films, encounter forms, department files, and BT-related supplies together in an area specifically designated at CONTRACTOR'S storage facility for DHS records, files and supplies.

Medical records, X-ray films, encounter forms, departmental files and BT-related supplies, received by CONTRACTOR, which are not accurately described on the transmittal form, shall be returned to sending COUNTY facility with appropriate notation and without charge to COUNTY.

2. Storage of Records, Files and BT-Related Supplies

Medical records, X-ray films, encounter forms, departmental files and BT-related supplies shall be stored together in an area designated for DHS and DPH records and stored separately from other CONTRACTOR's client records. All DHS and DPH records, files and supplies shall be stored by CONTRACTOR in standard storage boxes, or on open shelving.

Any changes to the method of storage described herein must be approved in writing by County Project Director (CPD) prior to implementation.

3. Destruction of Records, Files and BT-Related Supplies  
(not including X-ray Films)

COUNTY has a process for destruction of medical records, encounter forms, departmental files and BT-related supplies. CONTRACTOR shall perform the actual destruction of records, but only when specifically authorized by COUNTY. IN NO EVENT SHALL CONTRACTOR, OR ANY OF HIS/HER AGENTS, DESTROY, OR CAUSE TO BE DESTROYED, ANY FILE, RECORD OR BT RELATED SUPPLIES WITHOUT WRITTEN AUTHORIZATION FROM COUNTY.

COUNTY will provide CONTRACTOR with those medical records, encounter forms, departmental files and BT-related supplies which are to be destroyed by CONTRACTOR at COUNTY's request.

4. Contingency Plan for Work Stoppage

In the event of any work stoppage caused by any labor dispute, CONTRACTOR will continue all phases of the storage and retrieval services specified herein. CONTRACTOR shall submit to COUNTY in writing a plan to continue services in the event that there is such a work stoppage.

5. Monthly Management Report

CONTRACTOR shall provide monthly, a report that includes separate workload statistics for each DHS facility. These statistics shall include, but not be limited to, receipts, regular retrievals, emergent retrievals, refills, and number of boxes, records, X-ray films, encounter forms, departmental files and BT-related supplies in storage. CONTRACTOR shall submit this report to each DHS facility on the 15<sup>th</sup> of each month for activity for the previous month.

6. Retrieval and Delivery of Records, Files, X-Ray Films, Encounter Forms, Departmental Files and BT-Related Supplies

CONTRACTOR is responsible for the timely retrieval and delivery of medical records, X-ray films, encounter forms, departmental files and BT-related supplies in response to COUNTY request. CONTRACTOR prepares records, files, encounter forms, departmental files and BT-related supplies (packaging and addressing) and

delivers records to requesting COUNTY facility. COUNTY signs for receipt of requested records, files, encounter forms, and BT-related supplies.

CONTRACTOR updates Inventory System to show the status of record (borrowed or withdrawn), the COUNTY office which requested it, the date of request, the request as regular or emergent, and the date the file(s), record(s), or supplies were delivered to County facility. COUNTY indicates, in the request to CONTRACTOR, whether a file is being borrowed or withdrawn.

7. Withdrawn

When medical records, X-ray films, encounter forms, departmental files and BT-related supplies are withdrawn, CONTRACTOR updates Inventory System to show a withdrawn status. If a withdrawn record is returned to CONTRACTOR for storage, it will be received and processed as returned inventory.

8. Regular Requests

CONTRACTOR shall retrieve, prepare and deliver medical records, X-ray films, encounter forms, departmental files and BT-related supplies requested by DHS within **twenty-four (24) hours** of the receipt of such request(s). CONTRACTOR shall deliver daily before 12:00 p.m. all records requested prior to 11:59 a.m. the previous day, Monday through Thursday. Files, records and supplies requested after 11:59 a.m. Friday shall be delivered by 12:00 p.m. the following Monday or Tuesday if Monday falls on a COUNTY observed holiday.

9. Emergency and STAT Requests

COUNTY will be requesting emergency retrieval of medical records, X-ray films, encounter forms, departmental files and BT-related supplies. Emergency requests shall be made by telephone by the appropriate DHS Custodian of Record. A fax or on-line confirmation of the order shall be sent to CONTRACTOR within 72 hours of the request. CONTRACTOR shall retrieve and deliver emergency requested files, records and supplies within four (4) hours of the emergency request, 24 hours per day, seven (7) days per week. STAT requests

will be generated by COUNTY and processed and delivered by CONTRACTOR within two (2) hours of STAT request, 24 hours per day, Seven (7) days per week.

10. Half Day Requests

CONTRACTOR shall deliver Half Day retrievals as follows:

Orders placed between 8:00 a.m. and noon are delivered the same day before 5:00 p.m. Orders placed between noon and 6:00 p.m. are delivered between 8:00 a.m. and noon the following business day.

11. Release of Records, Files, Encounter Forms, Departmental Files and BT-Related Supplies

Except for the retrieval of medical records, X-ray films, encounter forms, departmental files and BT-related supplies, as provided herein, or as otherwise expressly authorized by the appropriate Custodian of Record, CONTRACTOR shall not release a medical record or X-ray film, or any part thereof, to anyone. If CONTRACTOR should be asked to provide records or files pursuant to a subpoena, CONTRACTOR shall notify the server of the subpoena that DHS is the Custodian of Record and shall refer the server to the County Project Director.

12. Permanent Removal of Medical Records, X-Ray Films, Departmental Files and BT-Related Supplies

Upon request of DHS and DPH authorized staff, CONTRACTOR shall locate and pull files, records and supplies, from storage at CONTRACTOR facility and update the Inventory System to show that such records have been removed for delivery to COUNTY.

**NO DELETION OF INFORMATION SHALL BE MADE FROM CONTRACTOR'S INVENTORY SYSTEM DESPITE PERMANENT REMOVAL OF FILES, RECORDS AND SUPPLIES FROM CONTRACTOR'S FACILITY.**

In the event COUNTY withdraws all of the medical records, encounter forms, departmental files and supplies previously contained in a particular box, CONTRACTOR shall promptly take such empty box out of

storage and immediately cease charging COUNTY for that emptied box.

Medical Records, X-Ray Films, Encounter Forms,  
Departmental Files and BT-Related Supplies Transfer at  
Termination of Contract

During the term of this Agreement, all medical records, X-ray films, encounter forms, departmental files and BT-related supplies shall remain the sole property of the COUNTY and shall be released upon demand by COUNTY. Upon termination of this Agreement or upon COUNTY's demand, and with receipt of written instructions from the COUNTY, CONTRACTOR shall remove, identify, palletize and stage on its dock or shipping area, all boxes of DHS medical records, X-ray film, departmental files and related in a manner acceptable to COUNTY, with no cost to COUNTY. CONTRACTOR shall assist and work with COUNTY and its designated record transfer schedules and timetables. COUNTY or designee shall provide moving staff, equipment, pallets, shrink-wrap material, and all other materials and services required to transfer its medical records, X-ray films, encounter forms, departmental files, and related items off CONTRACTOR's dock.

13. Required Meetings

Contractor shall attend all meetings requested by County. County will notify Contractor of such meetings at least three (3) business days in advance. Contractor may request meetings with County as needed with three (3) business days advance notice. The advance notice requirement may be waived with the mutual consent of both Contractor and County.

14. Security and Confidentiality Control Procedures

CONTRACTOR has developed the following procedures for the purpose of providing optimum security and control while maintaining DHS medical records, X-ray films, encounter forms, departmental files and supplies. CONTRACTOR and their staff shall follow these procedures at all times for the duration of this Agreement.

CONTRACTOR shall maintain all DHS and DPH medical records, X-ray films, encounter forms, departmental



files and supplies in a separate area of their storage facility.

CONTRACTOR shall utilize updated inventory reports to perform quality checks on case file locations, accuracy of the inventory, and to monitor the processing of DHS case files requests to ensure a timely response. CONTRACTOR's Project Manager shall perform such quality checks on a daily and weekly basis.

CONTRACTOR's facility is equipped with intrusion alarms, surveillance cameras, auto-shut steel doors and an automatic water sprinkler system. CONTRACTOR shall maintain such equipment and ensure that the auto-shut steel door and water sprinkler system meets Los Angeles County Fire Department Codes.

CONTRACTOR shall maintain security guard services on a 24 hour, seven (7)-days-a-week basis.

CONTRACTOR shall provide training seminars to its full-time, part-time and back-up employees who are involved in servicing the DHS account. Such employees shall be trained in all aspects of document retrieval and handling, medical records confidentiality regulations, and proper equipment maintenance and work safety.

CONTRACTOR shall train such employees on the procedures for handling DHS and DPH medical records, X-ray films, encounter forms, departmental files and supplies to ensure they are safe against harm, loss, and authorized use. Training shall be conducted by CONTRACTOR's qualified Corporate Training Coordinator.

CONTRACTOR shall employ all actions to preserve COUNTY property and data from loss, damage or unauthorized use through controlled access to CONTRACTOR's facility and DHS' and DPH' medical records, X-ray films, encounter forms, departmental files and BT-related supplies. Only CONTRACTOR's authorized personnel shall handle and have access to the medical records, X-ray films, encounter forms, departmental files and supplies, except for those persons otherwise authorized by COUNTY.

DHS and DPH medical records, X-ray films, encounter forms, departmental files and BT-related supplies shall at all times be stored in accordance with the

requirements of the Joint Commission on the Accreditation of Healthcare Organizations, Occupational Safety and Health Administration, California Code of Regulations, and Title 22, Section 51476.

15. DISASTER RECOVERY PLAN

CONTRACTOR has developed the following plan for the purpose of maintaining optimum levels of service, security and control in the event of a disaster, natural or otherwise. CONTRACTOR and their staff shall follow these procedures should a disaster occur during the term of this Agreement.

CONTRACTOR shall immediately contact their electrical power supplier in case of a power failure. CONTRACTOR shall maintain dual battery back-up for its computers allowing uninterrupted service during a power failure.

CONTRACTOR shall back-up its computer system on a daily basis maintain back-up disks, on a daily basis, at an off-site location. CONTRACTOR, shall maintain and generate, on a daily basis, a report listing all daily requests and document activity.

CONTRACTOR's Executive Committee is authorized to implement partial or complete facility evacuations, including equipment shut-down and the initiation of this Disaster Recovery Plan. CONTRACTOR's Operation Manager, or his designated back-up, shall coordinate the evacuation of CONTRACTOR's staff from its primary location. CONTRACTOR's Project Manager and Supervisor shall be responsible for securing DHS medical records, X-ray films, encounter forms, departmental files and supplies. CONTRACTOR's Project Manager shall notify the COUNTY Project Director of an emergency and shall advise as to the status and condition of DHS medical records, X-ray films, encounter forms, departmental files and supplies. The Executive Committee shall also advise the COUNTY as soon as possible.

CONTRACTOR's Dispatch Supervisor shall be responsible for notifying COUNTY's Project Director of any plans to re-locate and DHS medical records, X-ray films, encounter forms, departmental files and supplies. Upon receiving approval from COUNTY's Project Director, CONTRACTOR shall maintain such equipment and ensure

that the auto-shut steel door and water sprinkler system meets Los Angeles County Fire Department Codes.

CONTRACTOR's Operation Manager, Project Manager and Security Personnel shall be responsible for disaster emergencies during the first shift (7:00 a.m. through 5:00 p.m., Monday through Friday). CONTRACTOR's Supervisor and Security Personnel shall be responsible for disaster emergencies during the second shift (1:30 p.m. through 10:00 p.m., Monday through Friday). CONTRACTOR shall provide Security Personnel to be responsible for disaster emergencies during the hours from 10:00 p.m. through 7:00 a.m., Monday through Friday and 24 hours on Saturday and Sunday.

CONTRACTOR shall maintain security guard services on a 24-hour, seven (7)-days-a-week basis.

CONTRACTOR shall provide training seminars to its full-time, part-time and back-up employees who are involved in servicing the DHS and DPH account. Such employees shall be trained in all aspects of document retrieval and handling, medical records confidentiality regulations, and proper equipment maintenance and work safety.

CONTRACTOR shall train such employees on the procedures for handling DHS medical records, X-ray films, encounter forms, departmental files and BT-related supplies. Training shall be conducted by CONTRACTOR's qualified Corporate Training Coordinator.

CONTRACTOR shall cross-train existing employees to serve as back-up to those servicing DHS' account. CONTRACTOR shall maintain and provide a total of five (5) cross-assigned and experienced employees who shall be reassigned to service the DHS account should the regularly assigned staff be unavailable.

CONTRACTOR shall provide the COUNTY Project Director with the cellular and pager numbers to CONTRACTOR's Project Manager and other key employees to ensure greater accessibility.

CONTRACTOR shall provide the COUNTY Project Director with the cellular and pager numbers to CONTRACTOR's Project Manager and other key employees for 24 hour access.

CONTRACTOR shall maintain any material handling equipment used in servicing the DHS account, including, but not limited to racks, shelves and pallet jacks. CONTRACTOR shall maintain such equipment in accordance with manufacturers' maintenance recommendations and any laws or codes pertaining to the such maintenance.

CONTRACTOR shall provide the COUNTY Project Director with updates of contact names and numbers when necessary.

CONTRACTOR's Project Manager shall work closely with COUNTY Project Director to assist DHS should the disaster emergency impact DHS' operation.

16. Software Development

COUNTY and CONTRACTOR agree that all software and support materials developed by CONTRACTOR for performance of required work under this Agreement shall become the sole property of COUNTY upon termination of the resultant Agreement.

17. Storage Space

CONTRACTOR shall furnish a sufficient amount of storage space, shelving and racks for storing and maintaining DHS medical records, X-ray film, departmental files and BT-related items for the services described herein.

18. Storage Boxes

CONTRACTOR shall provide, at no additional cost to COUNTY, storage boxes for DHS medical records, X-ray films, encounter forms, departmental files and BT-related supplies during the contracted term.

B. CONTRACTOR FURNISHED ITEMS:

Equipment

CONTRACTOR shall provide all computers, typewriters, fax machines, photocopy equipment, modems, transfer vehicles, and any other additional items of equipment necessary to meet contract requirements, including on-line access by COUNTY to CONTRACTOR's inventory.

CONTRACTOR shall provide a state-of-the-art computerized inventory system to reflect current status of each record in storage, temporarily removed, or permanently removed, and the date of its status. Additionally, the system will be continuously updated by CONTRACTOR with DHS' and DPH' unique identifier for each COUNTY facility and the last service date information during the term of the resultant Agreement. This system shall have adequate security to ensure confidentiality of data, in compliance with requirements of the Health Insurance Portability and Accountability Act of 1996, and shall be capable of producing reports to provide an audit trail of all updates, adds, and deletes of data.

CONTRACTOR shall provide COUNTY access to its on-line tracking system. CONTRACTOR shall also provide COUNTY with an on-line requesting system, and compatible modem or other equipment necessary for COUNTY to access CONTRACTOR's on-line system.

Upon the expiration or cancellation of the resultant Agreement, CONTRACTOR shall provide COUNTY with a final inventory record in the form of media as requested by COUNTY.

C. CONTRACTOR PERSONNEL:

1. CONTRACTOR shall assign a Contract Manager to act as liaison for CONTRACTOR and who will have full authority to act on behalf of CONTRACTOR in all matters related to the daily operation of the Agreement. CONTRACTOR shall inform the DHS Contract Coordinator in writing of the name, address, telephone number, and electronic mail ("e-mail") address of the individual designated to act as Contract Manager, and/or any alternate, and provide a current copy of the person's resume at the time the CONTRACTOR is implemented and as changes occur during the contract term. Director shall have the right to approve the assignment or replacement of any Contract Manager or alternate recommended by CONTRACTOR. The Contract Manager or any alternate shall be available during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, for telephone contact and to meet with designated COUNTY personnel to discuss the operation of this Agreement. The Contract Manager shall meet with the DHS Contract Coordinator, as often as may be necessary, to discuss CONTRACTOR's

- performance. A mutual effort will be made to promptly resolve any problems and performance deficiencies identified.
2. Notwithstanding any representations by COUNTY regarding the participation of COUNTY personnel, CONTRACTOR assumes sole responsibility for the timely completion of all activities assigned in the Agreement.
  3. CONTRACTOR shall sign a CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT form prior to commencing services (see Attachment I) and return the form to the Contract Coordinator within three (3) business days of assigning an employee to provide the services hereunder. CONTRACTOR shall maintain the signed original in accordance with the RECORDS AND AUDITS Paragraph of the ADDITIONAL PROVISIONS of the resultant Agreement.
  4. CONTRACTOR shall ensure that all of CONTRACTOR's employees and non-employees sign a CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT form prior to commencing services (see Attachments I and II) and return the form to the Contract Coordinator within three (3) business days of assigning an employee to provide the services hereunder. CONTRACTOR shall maintain the signed original in accordance with the RECORDS AND AUDITS Paragraph of the ADDITIONAL PROVISIONS of the resultant Agreement.
  5. CONTRACTOR's personnel providing services hereunder shall at all times be employees of CONTRACTOR and as such, CONTRACTOR shall be solely responsible for the hiring, suspending, disciplining or discharging of such employees when needed. DHS may refuse utilization of specific employees of CONTRACTOR for any reason, and in such event, such employee shall be immediately removed from services hereunder by CONTRACTOR upon the written request of the DHS Contract Coordinator, and shall be immediately replaced by CONTRACTOR pursuant to the CONTRACTOR's internal policies.
  6. CONTRACTOR's personnel shall be expected to observe all applicable Cal-OSHA and COUNTY safety requirements and rules and regulations while at COUNTY's facility(ies).
  7. All other Contractor personnel who may have contact with County personnel during the performance of work on this Agreement, must read, write, speak, and understand English.

D. COUNTY PERSONNEL: COUNTY does not anticipate assigning any COUNTY employee to assist CONTRACTOR on a full-time basis regarding services to be provided by CONTRACTOR. However, COUNTY personnel will be made available to CONTRACTOR at the discretion of Director to provide necessary input and assistance in order to answer questions and provide necessary liaison activities between CONTRACTOR and COUNTY facilities.

A. County Project Director - County Project Director (CPD) or designee has full authority to supervise Contractor's performance in the daily operation of this Agreement.

The CDP shall provide direction to Contractor in areas relating to policy, information and procedural requirements.

The CDP is not authorized to make any changes in the terms and conditions of the Agreement and is not authorized to obligate the County of Los Angeles in any way whatsoever.

County will inform Contractor of the name, address, and telephone number of the CPD, in writing, at the time the Agreement is awarded.

B. Quality Assurance Evaluator - The Quality Assurance Evaluator (QAE) is responsible for the quality surveillance of Contractor's performance. The QAE may or may not be the same person as the CPD.

## EXHIBIT C

## COUNTY FACILITIES TO BE SERVED

NORTH/EAST CLUSTER	
Hospital(s)	
(1)	Los Angeles County+USC Medical Center 1200 North State Street Los Angeles, California 90033
Comprehensive Health Center(s)	
(2)	Edward R. Roybal Comprehensive Health Center 245 South Fetterly Avenue Los Angeles, California 90022
(3)	El Monte Comprehensive Health Center 10953 Ramona Boulevard El Monte, California 91731
(4)	H. Claude Hudson Comprehensive Health Center 2829 South Grand Avenue Los Angeles, California 90007
Health Center(s)	
(5)	Alhambra Health Center 612 Shorb Street Alhambra, California 91803
(6)	Azusa Health Center 150 N. Azusa Azusa, California 91702
(7)	Bell Gardens Health Center 1925 Daly Street Los Angeles, California 90033
(8)	La Puente Health Center 15930 Central Avenue La Puente, California 91744
(9)	Pico Rivera Health Center 6336 S. Passons Blvd. Pico Rivera, California 990660
(10)	Whittier Health Center 7643 South Painter Avenue Whittier, California 90602



<b>COASTAL REGION</b>	
<b>Hospital(s)</b>	
(1)	Harbor/UCLA Medical Center 1000 West Carson Street Torrance, California 90509
<b>Comprehensive Health Center(s)</b>	
(2)	Long Beach Comprehensive Health Center 1333 Chestnut Avenue Long Beach, California 90813
<b>Health Center(s)</b>	
(3)	Bellflower Health Center 10005 East Flower Street Bellflower, California 90706
(4)	Norwalk Health Center 22310 Wardham Street Norwalk, California 90716
(5)	Wilmington Health Center 1325 Broad Avenue Wilmington, California 90744

<b>SOUTH/WEST REGION</b>	
<b>Hospital(s)</b>	
(1)	Martin Luther King, Jr. Medical Center 12021 Wilmington Avenue Los Angeles, California 90059
<b>Comprehensive Health Center(s)</b>	
(2)	Hubert H. Humphrey Comprehensive Health Center 5850 South Main Street Los Angeles, California 90003

**SAN FERNANDO VALLEY REGION**

**Hospital(s)**

- (1) Olive View/UCLA Medical Center  
14445 Olive View Drive  
Sylmar, California 91342

**Comprehensive Health Center(s)**

- (2) Mid-Valley Comprehensive Health Center  
7515 Van Nuys Boulevard  
Van Nuys, California 91405

**Health Center(s)**

- (3) San Fernando Health Center  
1212 Pico Street  
San Fernando, California 91340

**OTHER**

**Program Offices/Facilities**

- (1) DHS - Consolidate Business Office  
5555 Ferguson Drive, Third Floor  
Commerce, California 90022
- (2) DHS - Fiscal Services Division  
313 N. Figueroa Street  
Los Angeles, CA 90012
- (3) DHS - Controller's Division  
313 N. Figueroa Street  
Los Angeles, CA 90012
- (4) DHS - Human Resources  
5555 Ferguson Drive, Third Floor  
Commerce, California 90022
- (5) DHS - Office of Managed Care/Community Health Plan  
1000 S. Fremont Avenue  
Alhambra, CA 91803
- (6) DHS - Office of Ambulatory Care  
313 N. Figueroa Street  
Los Angeles, CA 90012

(7) Contracts and Grants Division  
313 North Figueroa Street, 6<sup>th</sup> Floor-East  
Los Angeles, CA 90012

DEPARTMENT OF PUBLIC HEALTH

(1) Bio-Terrorism Preparedness Program  
Emergency Preparedness and Response Program  
241 N. Figueroa Street, Suite 209  
Los Angeles, CA 90012

(2) Public Health Centers  
241 North Figueroa Street  
Los Angeles, CA 90012

BILLING LOCATIONS

DEPARTMENT OF HEALTH SERVICES

HARBOR/UCLA MEDICAL CENTER - (Includes Coastal Cluster Health Centers)

1000 W. Carson Street, Building D3.5, Box 479  
Torrance, CA 90509  
Attention: Head, General Accounting Unit  
Telephone: (213) 240-7705

HEALTH SERVICES ADMINISTRATION - (Consolidated Business Office, Fiscal Services Division, Office of Ambulatory Care, Controller's Division, Contracts and Grants Division, and Human Resources)

313 North Figueroa Street, Suite 505  
Los Angeles, CA 90012  
Attention: Finance Division  
Telephone: (213) 240-7726  
Fax: (213) 481-0260

LAC+USC HEALTHCARE NETWORK

2064 Marengo Street  
Los Angeles, CA 90033  
Attention: Expenditure Management  
Telephone: (323) 226-2400

MARTIN LUTHER KING, JR.,/DREW MEDICAL CENTER - (Includes H.H.Humphrey Community Health Center and Southwest Area Health Center)

Martin Luther King, Jr.,/Drew Medical Center  
c/o Rancho Los Amigos National Rehabilitation Center  
7601 E. Imperial Highway, Building 702, Rm. 93  
Downey, CA 90242  
Attention: General Accounting  
Telephone: (310) 668-3877

OFFICE OF MANAGED CARE/COMMUNITY HEALTH PLAN

1000 South Fremont Avenue  
Building A-9 East, 2<sup>nd</sup> Floor, Unit 4  
Alhambra, CA 91803  
Attention: Finance Division  
Telephone: (626) 299-5343

OLIVE VIEW/UCLA MEDICAL CENTER

14445 Olive View Drive  
Finance Building - Room 2C155  
Sylmar, CA 91342  
Attention: Expenditure Management  
Telephone: (818) 364-3421

DEPARTMENT OF PUBLIC HEALTH SERVICES

BIO-TERRORISM PREPAREDNESS PROGRAM

241 N. Figueroa Street, Suite 241  
Los Angeles, CA 90012  
Attention: Emergency Preparedness & Response Program  
Telephone: (323) 890-7827

PUBLIC HEALTH FINANCE

5555 Ferguson Drive, Room 100-50  
Commerce, CA 90022  
Attention: Finance/Contracts Management  
Telephone: (323) 890-7827

ATTACHMENT I

CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract.)

CONTRACTOR NAME: \_\_\_\_\_ CONTRACT NO. \_\_\_\_\_

CONTRACTOR ACKNOWLEDGMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's staff) that will provide services in the above referenced Agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights of benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and inform pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in it possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if the are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this

ATTACHMENT I  
(CON' T)

Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

ATTACHMENT II

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract.)

CONTRACTOR NAME \_\_\_\_\_ CONTRACT NO. \_\_\_\_\_

EMPLOYEE NAME \_\_\_\_\_

GENERAL INFORMATION:

Your employer referenced-above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgment and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGMENT:

I understand and agree that the Contractor referenced-above is my sole employer for purpose of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.



ATTACHMENT II  
(CON'T)

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-reference contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor and any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

ATTACHMENT III

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY  
AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract.)

CONTRACTOR NAME \_\_\_\_\_ CONTRACT NO. \_\_\_\_\_

EMPLOYEE NAME \_\_\_\_\_

GENERAL INFORMATION:

Your employer referenced-above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgment and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGMENT:

I understand and agree that the Contractor referenced-above is my sole employer for purpose of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

ATTACHMENT III  
(CON'T)

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-reference contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor and any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

ATTACHMENT IV

CHARITABLE CONTRIBUTIONS CERTIFICATION

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

\_\_\_\_\_  
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CHECK THE CERTIFICATION BELOW THAT IS APPLICABLE TO YOUR COMPANY

\_\_\_\_\_  
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed

OR

\_\_\_\_\_  
Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer (please print)